

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

TRUIST BANK,

Interpleader Plaintiff,

vs.

**PASJ PROPERTIES LLC; DMITRY
POYARKOV; LENDINGONE LLC;
CHICAGO TITLE INSURANCE
COMPANY as assignee of MOFIN
LENDING CORPORATION;
FOUNDERS TITLE AGENCY as agent
of DOE COMPANY; OLD REPUBLIC
NATIONAL TITLE INSURANCE
COMPANY as subrogee and assignee of NEW
SILVER LENDING LLC; OLD REPUBLIC
NATIONAL TITLE INSURANCE
COMPANY as assignee of EXPRESS
CAPITAL HOLDINGS LLC; STEWART
TITLE GUARANTY COMPANY as
subrogee and assignee of LIMA ONE
CAPITAL, LLC; HILLIARDS
PROPERTIES LLC; CONSTRUCTION
EXPRESS LLC; THRIFTY CAR SALES
a/k/a AUTO MIAMI GROUP LLC; PICO
ASSETS LLC; HORBAX INDUSTRIES
CORP.; ANASTASIIA IARMOLENKO;
PICO HOMES LLC; VIDA DYNAMICS
LLC; OPTIMA INDUSTRIES LLC; and
SET THE STAGE MANAGEMENT LLC,**

Interpleader Defendants.

CASE NUMBER:

Civil Action No. 1:25-cv-00817

**INTERPLEADER DEFENDANT STEWART TITLE GUARANTY COMPANY AS
SUBROGEE AND ASSIGNEE OF LIMA ONE CAPITAL, LLC ANSWER TO
INTERPLEADER COMPLAINT**

Interpleader Defendant Stewart Title Guaranty Company as subrogee and assignee of Lima One Capital, LLC ("STGC") by way of answer to the Interpleader Complaint filed herein says:

INTERPLEADER COMPLAINT

This Defendant neither admits nor denies the allegations of this paragraph, and notes STGC has been substituted in this matter as subrogee and assignee of Lima One Capital, LLC. (See Consent Order entered on March 7, 2025 as Document 24).

I. PARTIES, JURISDICTION, AND VENUE

1. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

2. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

3. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

4. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

5. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

6. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

7. Admit, and note STGC has been substituted in this matter as subrogee and assignee of Lima One Capital, LLC.

8. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

9. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

10. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

11. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

12. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

13. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

14. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

15. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

16. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

17. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

18. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

19. This Defendant neither admits nor denies the allegation of this paragraph.

20. This Defendant neither admits nor denies the allegation of this paragraph.

21. This Defendant neither admits nor denies the allegation of this paragraph.

II. FACTS

A. Incoming Transfers to PASJ's Bank Account

22. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

23. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

B. Outgoing Transfers from PASJ's Bank Account

24. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

25. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

26. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

27. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

28. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

29. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

30. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

COUNT ONE – INTERPLEADER

31. Defendant STGC repeats and realleges its answers to the previous allegations as though set forth herein at length.

32. As to STGC, admitted.

33. Admitted.

34. Admitted.

35. This Defendant neither admits nor denies the allegation of this paragraph.

WHEREFORE, Defendant STGC demands judgment in its favor for its share of the Fund together with attorneys fees, costs and such other relief as the Court deems equitable and just.

COUNT TWO – RECOVERY OF ATTORNEYS FEES

36. Defendant STGC repeats and realleges its answers to the previous allegations as though set forth herein at length.

37. This Defendant is without sufficient knowledge to form a belief as to the truth of the allegations of this paragraph, and leaves Plaintiff to its proofs.

38. This Defendant neither admits nor denies the allegation of this paragraph.

39. This Defendant neither admits nor denies the allegation of this paragraph.

WHEREFORE, Defendant STGC takes no position as to Count Two of the Complaint except it reserves all objections/defenses to the relief sought by Plaintiff.



Michael D. Mezzacca, Esq.
BOURNE, NOLL & KENYON
ID#022641992
382 Springfield Avenue
Suite 507
Summit, NJ 07901
(908) 277-2200
mmezzacca@bournenoll.com

Dated: April 7, 2025

Attorneys for Interpleader Defendant Stewart Title
Guaranty Company as subrogee and assignee of Lima
One Capital, LLC